Accident Insurance—Proviso against Liability if Deceased Came to His Death While under the Influence of Intoxicating Liquor—Condition That Notice of Death Must Be Given within Ten Days Thereafter.—Haines *v.* Canada Railway Accident Co. Mathers, C. J. When last seen alive, 21st November, 1908, the deceased was under the influence of intoxicating liquors and the probabilities were that he met his death by drowning on the same day, as nothing was seen or heard of him until his body was found in the river in the following spring, greatly decomposed, but without any mark of violence. The policy sued on contained a provision upon which the defendants relied, namely, that, if deceased met his death while under the influence of intoxicating liquors, the claimant should only be entitled to one tenth of the amount of the policy. Held, that the onus was upon the defendants, and that, as there was no evidence to shew exactly when the death took place, they had failed to make good that defence. Canadian *v.* American Accident Co., 25 S. W. R. 6, followed. Held, however, that defendants were entitled to succeed on their objection that notice of the death had not been given to them by or on behalf of the insured within ten days after the death, as required by the policy, although no one knew of the death until months afterwards. Castle *v.* Lancashire, etc., Ins. Co., 1 T. L. R. 495, followed. Kentzler *v.* American Mutual, 60 N. W. R. 1002, distinguished.—Canada Law Journal.

Liability of a Storekeeper for Injuries to a Purchaser.—Mrs. Garvey certainly bagged big game when she returned from her bargain hunt with a flannel wrapper for fifty-nine cents. A few days afterwards she took it down from her shelf, and, undoing the package for the first time, placed it in a washtub containing no other articles. While rubbing the wrapper on the washboard, a large basting needle came out of it, and entered her wrist. She recovered $200 from the defendant storekeeper, her claim being based upon the ground of his negligence in not inspecting the wrapper with proper care. Defendant offered testimony to show that there was an inspection of the wrapper as a part of a large lot, and that nothing was found wrong. The Appellate Division of the Supreme Court of New York, in Garvey *v.* A. J. Namm, 121 New York Supplement, 442, held that as the needle was a basting needle, and sticking in an unfinished seam of the wrapper, it should have been discovered had the wrapper been examined with ordinary care before sale; and, as the lower court found the inspection most cursory in its nature, defendant storekeeper was liable for his negligence. The question of contributory negligence on the part of plaintiff was not presented in either court.